IN THE HIGH COURT OF JUDICATURE AT BOMBAY

T AND I JURISDICTION

NOTICE OF MOTION NO. 2802 OF 2004

IN

TESTAMENTARY SUIT NO. 17 OF 1993

IN

TESTAMENTARY PETITION NO. 209 OF 1990

Mr. Rene J. Sequeira .....Plffs.
vs.
Mr. Gloria Rodricks .....Defnds.
AND
Suhail Constructions and anr. .....Resps.

D. D'mello for the petitioner.

H. Tur with S.B. Pawar i/b. S.K. Legal Associates for Respondents 1/2.

Mr. M.H.I. Patel, Representative of Court Receiver present.

S. Valado for the defendants.

CORAM: S.U. KAMDAR, J.

DATE : 11TH AUGUST, 2005.

P.C. :

1. By an order passed in the Notice of Motion

NO. 2784 of 2001 dated 29.1.04 this court directed that the Court Receiver be appointed in terms of prayer clause (a) and (b) excluding the bracketed portion as well as prayer clause (c) and (d). However the court has clarified that the receiver shall not dispossess anyone found in possession of the said flat till further orders and shall appoint such person as his agent without security or royalty also till further orders. The Court Receiver was further directed to submit a report to this court inrespect of the premises bearing Flat no. 301, Belle Vue Co-op Hsg. Soc. 389/390 Peri Road, Bandra(W), Mumbai-50.

2. Pursuant to the said order when the Court Receiver inspected the said premises he found Mr. Vinay Singh in possession of the said premises. The fact which has been brought on record that the said Vinay Singh was occupying as a licensee of the said premises under the leave and licence agreement executed between the Respondent no.1 and 2 and the said Mr. Vinay

Singh. It is an admitted position that the said Mr. Vinay Singh has expired and the possession of the said premises has been handed over to Respondent no.1 and 2. Learned counsel appearing for Respondent no.1 and 2 makes a statement that they shall continue to remain in use, occupation and possession of the premises and shall not induct any person in the premises either under leave and licence arrangement or any other arrangement. In view of the aforesaid statement made by Respondent no.1 and 2 there is no reason to terminate the agency of Respondent no.1 and 2. Respondent no.1 and 2 are rightly appointed as agents as they are in possession of the said premises. However it is clarified that the Respondent no.1 and 2 will not enter into any other licence agreement. With the aforesaid directions no orders is necessary in the motion. Motion dismisses. The money which is deposited by Respondent no.1 and 2 in this court is directed to be invested with the Prothonotary and Senior Master who shall invest the same initially for a period of one year and renew the

same till further orders.

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